



(217) 782-5544

January 6, 1987

Mr. Dennis Ruetten  
Allsteel, Inc.  
Route 31 and Ashland Avenue  
Aurora, Illinois 60507

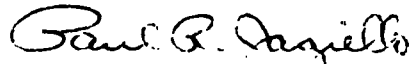
Re: Issuance of notice by  
IEPA to Allsteel, Inc.  
pursuant to Section  
4(q) of the Illinois  
Environmental Protection  
Act

Dear Mr. Ruetten:

Enclosed you will find a notice issued by the IEPA to Allsteel, Inc. This notice is issued pursuant to Section 4(q) of the Illinois Environmental Protection Act.

If you have any questions, contact Dennis Newman at 217/782-6762.

Sincerely yours,

  
Paul R. Jagiello  
Attorney  
Enforcement Programs

PRJ:rlc  
Enclosure

cc: Dennis Newman

EPA Region 5 Records Ctr.



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IEPA-DLPO

Issue Date

12/22/86

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Illinois Environmental Protection Agency

EPA-DLPC

IN THE MATTER OF

ALLSTEEL INC.,  
an Illinois corporation

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LPC No. 0890050021

NOTICE PURSUANT TO SECTION 4(q) OF THE  
ENVIRONMENTAL PROTECTION ACT

I. JURISDICTION

This Notice is issued pursuant to the authority vested in the Illinois Environmental Protection Agency (hereinafter "Agency") by Section 4(q) of the Environmental Protection Act (hereinafter "Act"), Ill. Rev. Stat. 1985, Ch. 111 1/2, par. 1001 et seq., as amended.

Allsteel Inc. (hereinafter "Allsteel") shall undertake all actions required by the terms and conditions of this Notice. Failure by Allsteel to undertake such action may result in sanctions against Allsteel including but not limited to the sanctions described in Section XIX of this Notice.

II. STATEMENT OF PURPOSE

The objectives of the Agency are: (1) to determine fully the nature and extent of the threat to the public health or welfare or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants from the Site (as defined in Section III of this Notice), and (2) evaluate and undertake appropriate response action to prevent or mitigate the migration or the release or threatened release of hazardous substances pollutants, or contaminants from the Site (as defined in Section III of this

Notice). The activities conducted pursuant to this Notice are subject to approval by the Agency and shall be consistent with the Illinois Hazardous Substances Pollution Contingency Plan, 35 Ill. Adm. Code 750, as amended.

### III. FINDINGS OF FACT

The following constitutes an outline of the facts upon which this Notice is based:

A. Allsteel Inc., an Illinois corporation, is the owner of a facility known as the "Allsteel Inc. facility" located at Route 31 and Ashland Ave. in Aurora, Illinois (hereinafter "the Site").

B. On April 25, 1986, Allsteel Inc. informed the Agency by letter that a preliminary investigation conducted at the Site revealed some hydrocarbon contamination in the groundwater and soils within the property boundaries of the Allsteel properties.

C. In a July 21, 1986 submittal sent to the Agency by Allsteel Inc., Allsteel stated that: "A plume of solvents approximately the size shown in Appendix D, has been located. The plume consists of the following:

1. Isopropyl Alcohol
2. Methylene Chloride
3. Methyl Ethyl Ketone
4. 1,1,1-Trichlorethane
5. Toluene
6. Xylene

The plume is 2-1/2" deep and is on top of the groundwater at a depth of approximately 16' below grade. The groundwater and solvents are contained in a layer of medium to coarse sands with gravel. Directly below this layer

is a less permeable layer of gray gravelly clay. It is not believed that any solvent has gone beyond this layer.

The solvent plume is believed to be within the property lines of this facility at this time."

#### IV. CONCLUSIONS OF LAW

A. The Site is a "facility" as defined in Section 22.2(h)(1) of the Act, Ill. Rev. Stat., 1985, Ch. 111 1/2, par. 1022.2(h)(1).

B. Allsteel is a "person" as defined in Section 3(s) of the Act, Ill. Rev. Stat. 1985, Ch. 111 1/2, par. 1003(s).

C. Some of the wastes and constituents thereof at the Site are "hazardous substances" as defined in Section 3(yy) of the Act, Ill. Rev. Stat. 1985, Ch. 111 1/2, par. 1003(yy).

D. The Agency, based upon information received from Allsteel alleges that the past, present and/or potential migration of hazardous substances from the Site constitutes an actual and/or threatened "release" as defined in Section 3(ww) of the Act, Ill. Rev. Stat., 1985, Ch. 111 1/2, par. 1003(ww).

E. Allsteel Inc. is a potentially responsible party pursuant to Section 22.2(f) of the Act, Ill. Rev. Stat., 1985, Ch. 111 1/2, par. 1022.2(f).

#### V. DETERMINATIONS

Based on the Findings of Fact and Conclusions of Law set out above, the Agency has determined that:

A. The actual and/or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health or welfare or the environment.

B. The actions required by this Notice are necessary to protect the public health and welfare and environment.

#### VI. IDENTIFIED RESPONSE ACTION

All work performed pursuant to this Notice shall be under the direction and supervision of a qualified professional engineer or professional geologist with expertise in the cleanup of hazardous substances. Prior to the initiation of work at the Site, Allsteel shall notify the Agency in writing regarding the name, title, and qualifications of such engineer and of any contractors and/or subcontractors to be used in carrying out the terms of this Notice.

Based on the foregoing, the following work shall be performed:

A. Work to be performed at the site shall be divided into two phases, Phase I and Phase II. Phase I shall consist of all investigative work to be performed at the site to identify and determine the areal and vertical extent of contamination at the site. Phase II shall consist of the Remedial and/or Removal actions to be performed at the site.

B. Allsteel has submitted to the Agency, prior to the issuance of this notice, a Remedial Investigation Work Plan, attached hereto as Exhibit #1, wherein Allsteel has set forth those activities which it will undertake at the Site in order to determine the areal and vertical extent of contamination at the Site.

1. The Remedial Investigation Work Plan has been reviewed and approved by the Agency. After completion of the work performed pursuant to the Remedial Investigation Work Plan, the results will be reviewed and the Agency may require additional investigative work to be performed at the site pursuant to Paragraph VI E and Section XI below.

2. Allsteel shall, upon Agency approval of a Site Safety Plan, as required by paragraph C below, immediately implement the Remedial Investigation Work Plan (attached hereto) as approved by the Agency.

C. Allsteel shall not engage in any response activities at the Site for which an Agency permit is required under the Act or Board regulations unless and until Allsteel has been issued the requisite Agency permit for such activities.

D. 1. Allsteel shall develop and submit to the Agency a Site Safety Plan within 14 days from the date hereof.

2. The Agency shall review the Site Safety Plan and shall either approve, disapprove or modify the Plan within 14 days from the date of its receipt by the Agency.

3. Allsteel shall not engage in any investigative or remedial activities at the Site without a Site Safety Plan approved by the Agency.

E. At the conclusion of the work performed by Allsteel pursuant to the approved Remedial Investigation Work Plan, as well as any additional investigatory or other work Allsteel may have undertaken as a result of data derived from the Remedial Investigation Work Plan, the results of that work will be reviewed by the Agency. After review of the results of the work performed pursuant to the Remedial Investigative Work Plan, the Agency shall notify Allsteel with respect to any additional investigative work which Allsteel shall undertake at the site. In the event that Allsteel declines to perform any additional or modified tasks, the Agency will have the right to undertake such action.

F. At the conclusion of the work performed by Allsteel pursuant to the approved Remedial Investigation Work Plan, as well as any additional investigatory or other work Allsteel may have undertaken as a result of data derived from the Remedial Investigation Work Plan and any additional investigative or other work the Agency directs Allsteel to undertake pursuant to Paragraph XI hereof, the Agency shall notify Allsteel with respect to what remedial actions Allsteel shall undertake at the Site.

#### VII. DESIGNATED PROJECT COORDINATORS

Within 15 days of the effective date of this Notice, the Agency and Allsteel shall each designate a Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Notice. The Agency Project Coordinator will be the Agency's designated representative at the site. To the maximum extent possible, communications between Allsteel and the Agency and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Notice shall be directed through the Project Coordinators.

The Agency and Allsteel each have the right to change their respective Project Coordinator. Such a change shall be accomplished by notifying the other party in writing at least five (5) calendar days prior to the change.

The Agency designated "On-Scene Coordinator", who may be the Agency Project Coordinator, shall have the authority to halt, conduct, or direct any tasks required by this Notice and/or any response actions or portions thereof when conditions present an immediate risk to public health or welfare or the environment. In the event that the Agency Project Coordinator halts such tasks for a specified period of time, Allsteel shall be given an additional amount of time equal to the period of delay in order to complete subsequent tasks.

The Agency Project Coordinator shall not act as an agent or employee of Allsteel.

The absence of the Agency Project Coordinator from the Site shall not be cause for the stoppage of work.

#### VIII. QUALITY ASSURANCE

Allsteel shall use quality assurance, quality control, and chain of custody procedures in accordance with "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans", QAMS-005/80, USEPA, December 1980; and "NEIC Policies and Procedures", EPA-330/9-78-001-R, Revised 1983. These manuals shall be provided to Allsteel by the Agency. Allsteel shall consult with the Agency in planning for, and prior to, all sampling and analysis. In order to provide quality assurance and maintain quality control regarding all samples collected pursuant to this Notice, Allsteel shall:

A. Ensure that Agency personnel and/or Agency authorized representatives are allowed access to the laboratory(s) and personnel utilized by Allsteel for analyses.

B. Ensure that the laboratory(s) utilized by Allsteel for analyses perform such analyses according to methods deemed satisfactory to the Agency.

C. Ensure that laboratory(s) utilized by Allsteel for analyses participate in a quality assurance/quality control program equivalent to that which is followed by the United States Environmental Protection Agency (hereinafter "USEPA") and which is consistent with USEPA document QAMS-005/80.



#### IX. SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

Allsteel shall make the results of all sampling, tests and other data generated by Allsteel or on Allsteel's behalf, with respect to the implementation of this Notice, available to the Agency and shall submit these results upon request by the Agency. The Agency will make available to Allsteel the results of sampling, tests and other data similarly generated by the Agency.

At the request of the Agency, Allsteel shall allow split or duplicate samples to be taken by the Agency or its authorized representatives, of any samples collected by Allsteel pursuant to the implementation of this Notice. Allsteel shall notify the Agency not less than 48 hours in advance of any sample collection activity.

The Agency or any Agency authorized representative shall have the authority to enter and freely move about all property at the Site at all reasonable times for the purposes of, inter alia: inspection records, operating logs, and contracts related to remedial activities or the performance of activities under this Notice at the Site; reviewing the progress of Allsteel in carrying out the terms of this Notice; conducting such tests as the Agency or the Project Coordinator deem necessary; using a camera, sound recording, or other documentary type equipment; and verifying the data submitted to the Agency by Allsteel. Allsteel shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, in any way pertaining to work undertaken pursuant to this Notice. All parties with access to the Site pursuant to this paragraph shall comply with all approved health and safety plans.

#### X. RECORD PRESERVATION

Allsteel shall preserve, during the pendency of this Notice and for a minimum of six (6) years after its termination, all records and documents in their possession or in the possession of their divisions, employees, agents, accountants, contractors, or attorneys which relate in any way to the Site, despite any document retention policy to the contrary. After this six year period, Allsteel shall notify the Agency 30 calendar days prior to the destruction of any such documents. Upon request by the Agency, Allsteel shall make available to the Agency such records or copies of any such records. Additionally, if the Agency requests that some or all documents be preserved for a longer period of time, Allsteel shall comply with that request.

#### XI. RESERVATION OF RIGHTS

Notwithstanding compliance with the terms of this Notice, including the completion of the work set forth in Section VI, Allsteel is not released from liability, if any, for any actions beyond the terms of this Notice taken by the Agency respecting the Site. The Agency reserves the rights to take any enforcement action pursuant to the Act and/or any available legal authority, including the right to seek injunctive relief, monetary penalties, and punitive damages for any violation of law or this Notice.

The Agency expressly reserves all rights that it may have, including the Agency's right both to disapprove of work performed by Allsteel and to request that Allsteel perform tasks in addition to those provided in this Notice. In the event that Allsteel declines to perform any additional or modified tasks, the Agency will have the right to undertake removal actions or remedial

actions at any time. In either event, the Agency reserves the right to seek reimbursement from Allsteel thereafter for such costs incurred by the State of Illinois.

## XII. REIMBURSEMENT OF COSTS

At the end of each state fiscal year, the Agency shall submit to Allsteel an accounting of all response and oversight costs incurred by the State of Illinois with respect to this Notice. Within ten (10) days, Allsteel will notify the Agency of any objections to the Agency's accounting. Allsteel shall not object to the Agency's accounting unless the Agency's costs are unreasonable. Allsteel shall, within 30 calendar days of receipt of that accounting, remit a check for the amount of those costs not objected to by Allsteel made payable to the Treasurer - State of Illinois. Checks should specifically reference the identity of the Site and be addressed to:

Illinois Environmental Protection Agency  
Fiscal Services  
2200 Churchill Road  
Post Office Box 19276  
Springfield, Illinois 62794-9276

A copy of the transmittal letter should be sent to the Agency's Project Coordinator.

The Agency reserves the right to bring an action against Allsteel pursuant to the Act for recovery of all response and oversight costs incurred by the State of Illinois related to this Notice and not reimbursed by Allsteel as well as any other past and future costs incurred by the State of Illinois in connection with response activities conducted pursuant to the Act at the Site.

#### XIII. OTHER CLAIMS

Nothing in this Notice shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not a signatory to this Notice for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

#### XIV. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to this Notice shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations.

#### XV. DELAY IN PERFORMANCE

If any event occurs which causes delay in the achievement of the requirements of this Notice, Allsteel shall have the burden of proving that the delay was caused by circumstances beyond the reasonable control of Allsteel which could not have been overcome by due diligence. Allsteel shall promptly notify the Agency's Project Coordinator orally and shall, within seven (7) calendar days of oral notification to the Agency, notify the Agency in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which Allsteel intends to implement these measures. If the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Allsteel the time for performance hereunder shall be extended for a period equal to the delay resulting from such circumstances.

Allsteel shall adopt all reasonable measures to avoid delay. Failure of Allsteel to comply with the notice requirements of this paragraph shall render this paragraph void and shall constitute a waiver of Allsteel's right to request a waiver of the requirement of this Notice. Increased costs of performance of the terms of this Notice or changed economic circumstances shall not be considered circumstances beyond the control of Allsteel.

#### XVI. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

This Notice may be amended by the Agency. Such amendments shall be in writing and shall have as the effective date, that date on which such amendments are signed by the Agency.

Any reports, plans, specifications, schedules, and attachments required by this Notice are, upon approval by the Agency, incorporated into this Notice. Any non-compliance with such Agency approved reports, plans, specifications, schedules, and attachments shall be considered a failure to achieve the requirements of this Notice.

No informal advice, guidance, suggestions, or comments by the Agency regarding reports, plans, specifications, schedules, and any other writing submitted by Allsteel will be construed as relieving Allsteel of its obligation to obtain such formal approval as may be required by this Notice.

#### XVII. PARTIES BOUND

This Notice shall apply to and be binding upon Allsteel and their agents, successors, and assigns and upon all persons, contractors, and consultants acting under or for either Allsteel or the Agency or both.

No change in ownership or corporate or partnership status relating to the Site will in any way alter the status of Allsteel or in any way alter Allsteel's responsibility under this Notice. Allsteel will be responsible for carrying out all activities required by Allsteel under this Notice.

Allsteel shall provide a copy of this Notice to all contractors, sub-contractors, laboratories, and consultants retained to conduct any portion of the work performed pursuant to this Notice within fourteen (14) calendar days of the effective date of this Notice or date of such retention.

#### XVIII. TERMINATION AND SATISFACTION

The provisions of this Notice shall be deemed satisfied upon Allsteel's receipt of written notice from the Agency that Allsteel has demonstrated, to the satisfaction of the Agency, that all of the terms of this Notice, including any additional tasks which the Agency has determined to be necessary, have been completed. The Agency shall forward such written notice of completion within sixty (60) days of completion by Allsteel of all activities described in Section VI.

#### XIX. FAILURE TO COMPLY WITH THIS NOTICE

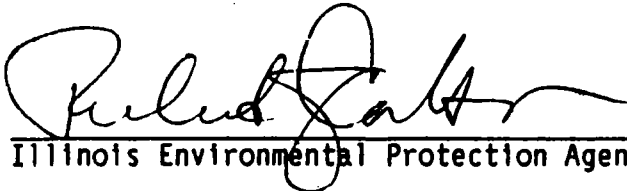
Pursuant to Section 22.2 of the Act (Ill. Rev. Stat., Ch. 111 1/2, Section 1022.2), if a Party fails without sufficient cause to provide the Identified Response Action as set forth herein upon or in accordance with this notice and request by the Agency, such failure may subject such Party to liability to the State of Illinois for punitive damages in an amount at least equal to, and not more than three times, the amount of any costs incurred by the State as a result of such failure. The punitive damages shall be in addition to any

costs recovered from the liable Party pursuant to said Section 22.2 of the Act, and in addition to any other penalty or relief provided by the Act or any other law.

XX. OPPORTUNITY TO CONFER

Allsteel may, within five calendar days of the receipt of this Notice, request in writing a conference with the Agency to discuss this Notice. If the Agency receives such a request, the conference will be conducted at the headquarters office of this Agency at 2200 Churchill Road, Springfield, Illinois. Any request for a conference shall be made in writing and shall be directed to:

Dennis Newman  
Division of Land Pollution Control  
Illinois Environmental Protection Agency  
2200 Churchill Road  
Post Office Box 19276  
Springfield, Illinois 62794-9276

By:   
Illinois Environmental Protection Agency

Date: 12-22-86

Effective Date: December 22, 1986

PJ:ct/804g,sp1-14

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0890050021 Kane  
all Steel Inc.  
Superfund Tech.

Exhibit #1

## Groundwater Management, Inc.

A Marley Company

610 South 38th Street • Kansas City, Kansas 66106 • 913/321-8236

December 8, 1986  
Job No. 39-0157

Mr. Dennis Newman  
Immediate Removal Unit  
Remedial Project Management Section  
Division of Land Pollution Control  
Illinois Environmental Protection Agency  
2200 Churchill Road  
Springfield, Illinois 62705

RE: Allsteel Inc. - Aurora, Illinois

Dear Mr. Newman:

Enclosed is a copy of the Revised Work Plan for Site Assessment and Remediation Activities at Allsteel Inc. Aurora, Illinois, submitted November 19, 1986, with the attached addendum. This addendum was prepared as a result of our telephone conversation of November 24, 1986, and addressed the four items we discussed.

The Site Safety Plan is being prepared and will be submitted separately for your approval before beginning on-site activities.

If you have any questions, please feel free to call.

Sincerely,

*Paul D. Buozis*

Paul D. Buozis  
Senior Hydrogeologist

Enclosure

cc: Mr. Dennis M. Ruetten

vt

*cc: Northern Region.*



Specialized Groundwater Engineering Services

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ADDENDUM TO  
REVISED WORK PLAN  
FOR  
SITE ASSESSMENT AND REMEDIATION ACTIVITIES  
AT  
ALLSTEEL INC. AURORA, ILLINOIS

II. Site Assessment

All soil and water samples will be obtained by an experienced representative of Groundwater Management, Inc. or its affiliate, the Layne-Western Company, Inc. in Aurora, Illinois.

Water samples will be obtained from the monitoring wells no less than three days and no more than 10 days after completion of the wells.

The five soil samples taken from above the water table will be analyzed for volatile organic compounds.

The Remedial Investigation Report will include the results of all field screening of samples as measured by the organic vapor meter.



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REVISED WORK PLAN  
FOR  
SITE ASSESSMENT AND REMEDIATION ACTIVITIES  
AT  
ALLSTEEL, INC., AURORA, ILLINOIS

I. Introduction

Groundwater Management, Inc. and Layne-Western Company have been retained by Allsteel, Inc. to conduct studies, install monitoring wells, and perform cleanup activities in relation to groundwater contamination at Allsteel's manufacturing facility in Aurora, Illinois. The nature of the problem and activities which have been conducted to date are summarized in a report titled "Preliminary Site Investigation and Proposed Solutions," dated July 15, 1986. This report was previously submitted to the Illinois Environmental Protection Agency (IEPA). The IEPA subsequently requested the submittal of a Work Plan. A Work Plan was submitted on behalf of Allsteel in response to that request. The IEPA reviewed the Work Plan and requested several additions. This Work Plan contains the requested revisions.

II. Site Assessment

Three additional monitor wells, numbered MW-3, MW-4, and MW-5 will be installed at the locations shown on the map included as Attachment A. Each well will be drilled using hollow-stem augers, and will consist of 4-inch diameter stainless steel casing and screen below the saturated zone and 4-inch diameter threaded joint PVC casing above the saturated zone. The wells will be enclosed in a protective steel casing with a locking cap. Filter material will consist of Ottawa silica #4 flint or a similar clean quartz sand. The filter material will extend



approximately one to two feet above the top of the screen and will be of a proper grain size so as not to enter the well through the screen openings. A two-foot bentonite plug will be placed above the filter consisting of bentonite pellets. The remaining annular space up to just below the frost line will be filled with a cement-bentonite grout containing 3% -5% bentonite by volume. The remaining volume will be filled with cement and a surface slab approximately 2 feet x 2 feet square will be poured around the well and will slope away in all directions. Depth of the wells will depend upon the static water levels in the area but we anticipate a depth of approximately 20 feet.

In addition to the above three wells, a fourth well, MW-6, will be installed to the base of the glacial drift, which is estimated to be about 40-50 feet. This well will be constructed of 2-inch stainless steel below the saturated zone and have five feet of screen. PVC will be used above the saturated zone and the well will be constructed using the same techniques as in the shallow wells.

It is the IEPA's wish that this well be located within the limits of the contaminant plume and down gradient from its main body. To obtain an accurate determination of the gradient, a shallow PVC piezometer will be set in an uncontaminated area. The exact location will depend on accessibility, but the desired location is near the northeast corner of the Allsteel Manufacturing building. The data from the piezometer along with data from the existing wells will be used to determine the location of the deep well.



The wells will be developed by bailing until all fine material has been removed and the wells produce clear water. If contaminants are present in the wells, the water produced during development will be placed in drums or tanks for proper disposal.

Upon completion of well construction and development water samples will be taken for chemical analysis. Since the wells appear to be in an area of high permeability and should recover quickly, three wetted casing volumes of water will be removed before a sample is taken. Before removing the three volumes of water, the water level and the amount of free-floating product (if any) in the well will be measured and recorded.

Samples will be taken using a stainless steel bailer with a Teflon check valve in the bottom.

Sampling equipment will be thoroughly cleaned with a solution of non-phosphate detergent in fresh water and triple rinsed with distilled water and dried before each sample is taken.

One round of samples from the four new wells and the two existing wells will be submitted for a volatile organic scan, and one sample from existing monitor well No. 1 will have polynuclear aromatics run on it. Logs of the existing wells are included as Attachments B and C. Specific analysis will be for the following constituents: Isopropyl Alcohol, Methylene Chloride, Methyl Ethyl Keytone,

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1,1,1,-Trichloroethane, Toluene, and Xylene. These are the constituents which have been previously identified in the groundwater at the site. Water samples will be placed in approved sample jars provided by the analytical lab and will contain any preservative required by the lab for the specific analysis desired. All samples will be kept on ice in an ice chest at approximately 4 degrees Centigrade until delivered to the lab. Analysis will be provided by an approved laboratory following the most current EPA approved standards.

One trip blank consisting of Type II reagent grade water will be submitted and analyzed for the six known contaminants with the initial round of sampling, and one equipment blank will be submitted with each round of samples. The equipment blank will consist of Type II reagent grade water rinsed through the sampling equipment following a thorough washing of the equipment.

During the drilling operation, soil sampling will be carried out continuously over the depth of the hole. Samples will be taken through the hollow-stem augers using a "split-spoon" sampler approximately 18 inches in length. The samples will be removed from the sampler in the field and placed in sample jars for head space analysis. As the sample is placed in the jar, the mouth of the jar will be covered with aluminum foil and the lid screwed in place.<sup>1</sup> After approximately five minutes, the lid will be removed and the aluminum foil carefully punctured with the tip of a photoionization organic vapor meter, and the level of organic vapors present recorded.



One sample showing no contaminants during the field screening will be sent to the lab for verification of the technique. In each boring, one soil sample from above the saturated zone will be submitted to the lab for analysis. This will be the sample with the highest reading during the field screening. Additional samples may be submitted if anomalously high or unusual readings are detected. Soil samples will be prepared according to laboratory requirements.

All samples will be properly sealed and labeled in the field with the sample number, collector, date and time, location, shipping instructions, and laboratory instructions.

A chain-of-custody record (Attachment D) will be maintained until the samples are disposed of.

Aquifer characteristics will be determined by performing slug tests in the completed wells. The tests will be performed by lowering an iron bar of known volume into the well and waiting for the water level to equilibrate. Once it has returned to its static level, the bar will be removed and the rate of water level recovery recorded and the permeability calculated.

Upon completion of the monitor well installation and receiving the results of the analytical analysis, a Remedial Investigation Report will be submitted to the Illinois Environmental Protection Agency. The report will contain details of each monitor well construction including



lengths and type of screen and casing used, placement and type of filter pack, seals and grout, results of analytical testing, and determination of groundwater flow direction.

The Remedial Investigation Report will also include recommendations for site remediation for IEPA's review and approval.

### III. Safety Plan

Layne's Environmental Services Division will prepare a health and safety plan for the initial work at the Allsteel site. The health and safety plan follows the guidelines and format as specified in the EPA manual entitled Health Guidance Manual for Hazardous Waste Site Activities (DHHS/NIOSH No. 85-115).

The Allsteel site health and safety plan will be followed by all Layne-Western and GMI site personnel including all subcontractors. The plan will include a thorough discussion of:

- \* Site personnel responsibilities
- \* Correct health and safety procedures, both general and site specific
- \* Emergency situations, procedures, and contracts
- \* The personal protection program for each level of protection
- \* The operation zones for site work
- \* Proper decontamination procedures including equipment, solutions, personnel, and disposal of contaminated materials

